

PATTON BOGGS LLP
ATTORNEYS AT LAW2550 M Street, NW
Washington, DC 20037-1350
202 457-6000

Facsimile 202-457-6315

To: David Clay, Esq.
Company: EPA - Region 4
Fax Number: 404-562-9486 (if 1st number unreachable, try 404-562-9487)
Phone Number: 404-562-9565

Total Pages
Including Cover: 6

From: Russell V. Randle, Esq.
Sender's Direct Line: 202-457-5282
Date: November 17, 1999
Client Number: 1856.106

Comments:

ANCHORAGE

DALLAS

DENVER

SEATTLE

WASHINGTON, D.C.

Confidentiality Note The documents accompanying this facsimile contain information from the law firm of Patton Boggs LLP which is confidential and/or privileged. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile is strictly prohibited, and that the documents should be returned to this Firm immediately. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

If you did not receive all of the pages or find that they are illegible, please call 202-457-5281.



10626176

PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037 1350
202-457-6000
Facsimile 202 457-6315

November 17, 1999

Russell V. Randle
(202) 457-5282
rrandle@pattonboggs.com

VIA US MAIL AND FACSIMILE

David Clay, Esq.
Senior Attorney
United States Environmental Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street
Atlanta, GA 30303-8960

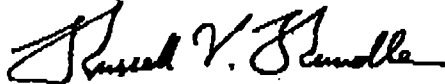
Re: Collierville Superfund Site Tolling Agreement

Dear David:

As we discussed by telephone this morning, I am pleased to transmit the executed tolling agreement for my client, Carrier Corporation. The general counsel of Carrier, Robert Galli, Esq., has authorized me to execute the agreement on Carrier's behalf.

I understand that you will be transmitting a draft cost recovery agreement to address possible future costs incurred in the oversight of the work Carrier is doing at the Site. I will transmit that draft agreement on to Carrier for its consideration, together with the information which the remedial project manager (RPM), Beth Brown, is able to assemble concerning the projected future costs of such oversight. Thanks for your cooperation.

Sincerely,



Russell V. Randle
Counsel for Carrier Corporation

RVR/rvr
Enclosure

**TOLLING AGREEMENT FOR THE CARRIER AIR CONDITIONING
SUPERFUND SITE**

This Tolling Agreement ("Agreement") is entered into between the Environmental Protection Agency ("EPA") on behalf of the United States of America ("United States"), and Carrier Corporation, a Delaware Corporation with an operation located at Collierville, Tennessee ("Carrier"). The undersigned representatives of the parties certify that s/he is fully authorized to enter into terms and conditions of the Agreement and to execute and bind the United States or Carrier, as the case may be, to this document. The purpose of this Agreement is to facilitate discussions between EPA and Carrier for response costs without recourse to litigation, if possible.

The Parties hereby agree as follows:

1. The United States contends that it presently has a potential cause of action against Carrier pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. § 9607. The United States also contends that it will have future costs. These potential causes of action relate to reimbursement of costs with respect to the Carrier Air Conditioning Superfund Site located in Collierville, Tennessee ("Site"), and not to any other Site or matter.
2. EPA and Carrier enter into this Agreement in order to pursue good faith negotiations to attempt to resolve the United States' causes of action referred to in Paragraph One without litigation. It is acknowledged to be in the interest of the United States and Carrier to attempt to resolve any disagreements without litigation, if possible.
3. The United States and Carrier agree that the period of time commencing on November 30, 1999, and ending March 31, 2000, inclusive, shall not be included in computing the time limited by any statute of limitations for filing the causes of action generally described in Paragraph One of this Agreement, if any statute of limitations is applicable for such causes of action. Carrier also agrees that the period of time commencing on November 30, 1999, and ending on March 31, 2000, inclusive, will not be asserted in whole or in part, as a basis for a defense of laches or similar defense.

concerning the timeliness of commencing a civil action for recovery of the response costs incurred or to be incurred by the United States in connection with the Site. Carrier further agrees not to assert, plead, or raise against the United States in any fashion, whether by answer, motion, or otherwise, any defense or avoidance based on the running of any statute of limitations during the period of time commencing on November 30, 1999, and ending March 31, 2000, inclusive, and that any statute of limitations shall be tolled during and for the period of time commencing November 30, 1999, and ending March 31, 2000. This period shall not be included for the purposes of computing interest on any obligation which is agreed to or found to be due.

4. This Agreement does not constitute an admission of any fact or liability on the part of Carrier, nor does it affect the assertion of any defense to liability except as specifically provided in Paragraph Three of this Agreement. Carrier specifically reserves all its rights and defenses against any claims to be asserted by the United States, except as expressly tolled by this agreement, including the argument that the statute of limitations has already expired.
5. This Agreement does not constitute any admission or acknowledgment on the part of the United States regarding any fact relating to the statute of limitations under CERCLA, or any other applicable statute or laws, nor does it constitute an agreement by the United States that any defense to liability as to costs under CERCLA is available to the undersigned. The United States reserves the right to assert that no statute of limitations applies.
6. Upon two weeks written notice, the United States may terminate negotiations and commence suit at any time thereafter without affecting the waiver in Paragraph Three.
7. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by any of the parties or agent of the parties that is not contained in this written contract shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed herein.

8. This Agreement shall be effective the ____ day of _____, 1999.

FOR THE ENVIRONMENTAL PROTECTION AGENCY:

BY: _____

Franklin E. Hill

_____ Date

Chief,

Program Services Branch

Waste Management Division

U.S. EPA Region 4